5486

BILL NO. S-78-03-11

SPECIAL ORDINANCE NO. S-45-78

AN ORDINANCE approving a contract with Roberts Development Corp. for construction of a sanitary sewer.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the contract dated February 23, 1978, between the City of Fort Wayne, by and through its Mayor and the Board of Public Works and Roberts Development Corp., for:

MAIN LINE: Commencing at an existing sanitary sewer manhole located 17±LF East of and 9±LF South of the Southwest corner of Lot #42 of Curdes Homewood Acres Addition; thence West 172±LF parallel with Columbia Avenue to a proposed cleanout located 54±LF West of and 9±LF South of the Southeast corner of Curdes Homewood Acres Addition.
LATERAL #1: Commencing at a proposed manhole on the main line located 4±LF West of and 9±LF South of the Southwestern corner of Lot #38 of Curdes Homewood Acres Addition; thence North 100±LF terminating at a proposed bulkhead.

of which the developer shall pay the entire cost and expense of the construction of said sewer, all as more particularly set forth in said contract which is on file in the Office of the Board of Public Works and is by reference incorporated herein, made a part hereof and is hereby in all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

John Shoaf
Councilman

APPROVED AS TO FORM
AND LEGALITY,

CITY ATTORNEY

Read the first time in full and on motion by Nuckols, seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19__, at _____ o'clock ____ M., E.S.T.

DATE: 3-14-78

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Nuckols, seconded by Hinga, and duly adopted, placed on its passage.

PASSED (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	8			1	
BURNS	✓				
HINGA	✓				
HUNTER	✓			✓	
MOSES	✓				
NUCKOLS	✓				
SCHMIDT, D.	✓				
SCHMIDT, V.	✓				
STIER	✓				
TALARICO	✓				

DATE: 3-28-78

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) No. S-45-~~85~~-78 on the 28th day of March, 19 78

ATTEST: (SEAL)

Charles W. Westerman
CITY CLERK

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 29th day of March, 19 78 at the hour of 3 o'clock P M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 30th day of March, 1978 at the hour of 3 o'clock P M., E.S.T.

Robert E. Armstrong
MAYOR

Bill No. S-78-03-11

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance approving a contract with Roberts Development Corp. for construction of a sanitary sewer

have had said Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance Do PASS.

JOHN NUCKOLS - CHAIRMAN

PAUL M. BURNS - VICE CHAIRMAN

WINFIELD C. MOSES, JR.

DONALD J. SCHMIDT

JAMES S. STIER

3-28-78 CONCURRED IN

DATE CHARLES W. WESTERMAN, CITY CLERK

Bd 17877

65-242-4 H.L
2/23/78

A G R E E M E N T

F O R

S E W E R E X T E N S I O N

THIS AGREEMENT, made in triplicate this 23 day of February, 1978 by and between ROBERTS DEVELOPMENT CORP, hereinafter referred to as "Developer," and the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation, hereinafter referred to as "City,"

W I T N E S S E T H :

WHEREAS, the Developer desires to construct a sanitary sewer described as follows;

> MAIN LINE: Commencing at an existing sanitary sewer manhole located 17±LF East of and 9±LF South of the Southwest corner of Lot #42 of Curdes Homewood Acres Addition; thence West 172±LF parallel with Columbia Avenue to a proposed cleanout located 54±LF West of and 9±LF South of the Southeast corner of Curdes Homewood Acres Addition.
> LATERAL #1: Commencing at a proposed manhole on the main line located 4±LF West of and 9±LF South of the Southwestern corner of Lot #38 of Curdes Homewood Acres Addition; thence North 100±LF terminating at a proposed bulkhead.

in accordance with plans, specifications and profiles heretofore submitted to the City and now on file in the office of the Chief Water Pollution Control Engineer and known as Sanitary Sewer-Board Order #155-75 and #178-77, which plans, specifications, profiles are by reference incorporated herein and made a part hereof, which sewer will serve not only land in which the Developer has an interest, but also adjoining land areas.

WHEREAS, the cost of construction of said sewer is represented to be $7,495.25 composed of $6,497.25 for construction costs; $998.00 for engineering services, and -0- for legal fees.

NOW, THEREFORE, in consideration of the foregoing and the mutual convenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. CONSTRUCTION OF SEWER

The Developer shall cause said sewer to be constructed and located in accordance with said plans, specifications, and profiles, all approved by the City, under private contract to be let within sixty (60) days after requisite City approval. All work and materials shall be subject to inspection by City and the right of City to halt construction if there shall be non-compliance therewith. Said sewer shall not be deemed permanently connected into the sewer system of City until final acceptance by City. Upon completion, said sewer shall become the property of City and City shall accept sewage therefrom, subject to such sewage service charges as may now or hereafter be regularly established by City, and all further maintenance thereafter shall be borne by City.

2. COST OF CONSTRUCTION

The Developer agrees to pay the entire cost and expense of construction of said sewer, in cash, including engineering and inspection fees, and to hold the City harmless from any liability for claims connected therewith.

3. AREA OF DEVELOPER

Said sewer when accepted by the City will serve the following described real estate of Curdes Homewood Addition;

Lot #38 as shown on attached drawing, marked Exhibit "A".

As the Developer will pay for the cost of construction of said sewer as it pertains to the above described area, no charge or assessment is made by this Agreement against the above described real estate for the construction of said sewer, or the use thereof, by the present or future owners of said real estate, except only as to such standard tap-in and inspection fees as are customarily charged by the City for connections to City sewer mains.

4. CHARGE AGAINST EXCESS AREA

Said sewer, when constructed, will also serve the additional or excess area as shown on attached Exhibit "A".

In the event any present or future owner of said described excess area shall at any time within fifteen (15) years after the date of this contract desire to use said sewer or any extension thereof, whether by direct tap or through the extension or connection of lateral or local lines to service such land; City, through its duly constituted authorities, before permitting such use, shall require by contract or assessment, as may be appropriate, that such owner or owners of said excess area pay to City in addition to the cost of standard tap-in and inspection fees, the sum of $ .1032372297 per square foot for the area served by each such connection and use, which represents the pro rata share of the cost of the extension of City sewer to said excess area. Exhibit "A", showing properties in excess area subject to charge for construction and use of sewer as of this date is attached.

The amount so collected by the City shall be paid by City within sixty (60) days of the receipt thereof by City to Developer.

An area connection charge of $300 per acre shall be paid to City by the individual property owners at the time of connection. This area connection charge is in addition to the local charge as set forth in this agreement, and represents the oversizing cost expended by City for sewer lines in Pierson Ditch Interceptor.

5. BOND

This contract is subject to Developer furnishing a satisfactory bond guaranteeing said sewer against defects for a period of one (1) year from the date of final acceptance of said sewer by the City.

6. LIMITATION ON USE

Said sewer shall be constructed for disposal of sanitary sewage only and neither the parties hereto, their successors, or assigns, or any future owner of any land services by said sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water runoff caused by natural precipitation or anything other than sanitary sewage or contaminated waste.

7. GOVERNING STATUTE

It is the intention of the parties hereto to utilize and take advantage of and apply to this Agreement the provisions of Chapter 128 of the 1967 Acts of the State of Indiana, I.C. 19-2-7-16, I.C. 19-2-7-17, I.C. 19-2-7-18, the provisions of which Statute shall govern with respect to any matters not specifically outlined herein.

8. COUNCILMANIC APPROVAL

It is understood and agreed that this contract is in all respects subject to approval by the Common Council of City, by duly adopted Ordinance, and if such Ordinance is not adopted within a period of ninety (90) days after execution thereof, this contract shall be null and void and of no further force and effect.

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and year first above written.

DEVELOPER:
ROBERTS DEVELOPMENT CORPORATION

By Daniel L. Roberts, President

ATTEST:

Cynthia K. Oldsen
Corporate Assistant Secretary
Cynthia K. Oldsen

CITY OF FORT WAYNE, INDIANA

(Robert E. Armstrong) Mayor

BOARD OF PUBLIC WORKS

By (Henry B. Wehrenberg)

By (Ethel H. LaMar)

By (Max G Scott)

ATTEST:

(Clerk)

Approved as to form and legality

Associate City Attorney

STATE OF INDIANA, COUNTY OF ALLEN SS:

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared Daniel L. Roberts, President, and Cynthia K. Oldsen, Corporate Assistant Secretary, of Roberts Development Corporation, who acknowledged the execution of the foregoing agreement for sewer extension for and on behalf of said corporation.

WITNESS my hand and notarial seal, this 10th day of February, 1978.

Helen I. Woodring
Helen I. Woodring, Notary Public
Resident of Allen County, Indiana

My Commission Expires:

Feb. 26, 1980

STATE OF INDIANA, COUNTY OF ALLEN, SS:

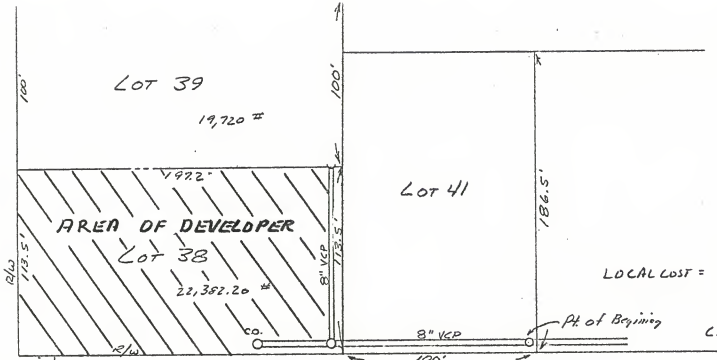
Before me, the undersigned, a Notary Public in and for said county and state, personally appeared Members of the Board of Public Works of the City of Fort Wayne, Indiana, who acknowledge the execution of the foregoing agreement for sewer extension, as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 23 day of February, 1978.

3/6/80 Commission expires

Anne J. Fox
ANNE J. FOX Notary Public
Resident of Allen County, Indiana

Prepared by Philip R. Boller.



Lot 36	13,191.25
Lot 37	17,368.75
Lot 38	22,382.20
Lot 39	19,720.00
	72,602.20 SF

LOCAL COST = $\frac{\text{TOTAL COST}}{\text{TOTAL BENEFITED AREA}} = \frac{7,495.25}{72602.2 \text{ SF}} = 0.10323722971 \text{ ¢/SF}$

CITY CONNECTION CHARGES = $\frac{300.00 \text{ PER ACRE}}{43560 \text{ SF PER ACRE}} = 0.006887053 \text{ ¢/SF}$

LOT	SF	LOCAL COST DUE DEVELOPER	AREA CONNECTION DUE CITY	TOTAL
36-37	30500	3,148.74	210.06	3,358.8
38 ///	22382.2	2,310.68	154.15	2,464.83
39	19720.0	2,035.83	135.81	2,171.64
TOTALS	72602.2	7,495.25	500.02	7,995.27

AREA OF DEVELOPER

EXCESS AREA MAP
COLUMBIA AVENUE
REF BOARD ORDER # 155-77 # 178-77
SCALE 1" = 60' | Aug. 1977

EXHIBIT "A"

3986

TITLE OF ORDINANCE SPECIAL ORDINANCE - AGREEMENT FOR SEWER EXTENSION - CURDES HOMEWOOD ACRES ADD.

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS S-78-03-11

SYNOPSIS OF ORDINANCE AGREEMENT FOR SEWER EXTENSION FOR CURDES HOMEWOOD ACRES ADDITION, ROBERTS DEVELOPMENT CORP., DEVELOPER.

(AGREEMENT FOR SEWER EXTENSION ATTACHED)

EFFECT OF PASSAGE CONSTRUCTION OF SANITARY SEWER TO SERVE THE AREA DESCRIBED IN AGREEMENT FOR SEWER EXT. IN CURDES HOMEWOOD ACRES ADDITION

EFFECT OF NON-PASSAGE INABILITY TO CONSTRUCT SEWER AS PLANNED

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) DEVELOPER TO PAY ENTIRE COST. AGREEMENT PROVIDES FOR FUTURE TAP-INS TO PAY AREA CONNECTION CHARGE

ASSIGNED TO COMMITTEE

EP Public Works